

DATA ESSENTIAL BUSINESS TERMS

1. Purpose

1.1 This Business Terms apply to any Statement of Work, proposals and Service provided by Data Essential, on Client's request.

1.2 These Business Terms are a statement of the terms and conditions applicable to the performance of the Service by Data Essential and exclude any purchase terms and conditions of the Client, whatever the date and the way of their communication, including when appearing on a purchase order accepted by Data Essential. .

1.3 The contract related to the Service referred to as the "Contract" includes these Business Terms, any arrangement letter, statement of work or specific terms (referred as to "SOW") signed by both Parties, a purchase order accepted by Data Essential and/or the proposal from Data Essential accepted by the Client in writing or followed by the beginning of the performance of the Services. The resources, means, methods and planning set up to provide the Services shall be defined as the Project.

2. Scope of Services and Data Essential's commitments.

2.1 Regarding its professional needs the Client has consulted Data Essential and has been properly informed of the conditions of intervention of Data Essential, and was given the opportunity to ask all the required questions. The Client wishes Data Essential to perform on one or more Services.

2.2 The scope, the nature of the Services and Data Essential's commitments, including time schedules and achievements, are set out in the SOW.

2.3 The Services may be modified by mutual written agreement upon request of the Client or upon Data Essential's advice. In some cases a preliminary feasibility or impact study might be required, which Data Essential may perform at the price rate applicable at the date of issue of the study.

2.4 Until an amendment is signed Data Essential shall continue its Service in compliance with the Contract in force.

3 - Subcontracting

3.1 Data Essential reserves the right to sub-contract the Services in whole or in part or to require the specific skills or experience of third parties, either experts or service providers.

3.2 The Client, once agreed on the Sub-contractor, shall pay it directly upon receipt of an invoice, after a delegation of payment.

3.3 The Client is informed that Data Essential does not dispose of an own IT infrastructure, payroll and accountancy function and has recourse to foreign providers to external service providers. The Client acknowledges and accepts that said providers may have access to the Client's data whilst performing their duties.

4 - Price

4.1 The price is determined in the SOW and, unless otherwise provided, is in Euros net and does not include any expenses. It shall be completed with the applicable VAT and any other taxes due by the Client. The invoices are payable upon thirty (30) calendar days as of the invoice date.

4.2 Unless otherwise provided in the SOW, expenses regarding travel costs and accommodation shall be paid by the Client according to the Data Essential standard rates.

4.3 Any facilities charges required for the execution of the Contract will be undertaken by the Client, either directly, or reimbursed to Data Essential as provided in the SOW.

4.4 Unless otherwise provided in the SOW

the amount of the price is subject to the consumer price index (l'indice du prix à la consommation); each variation of five (5) points of the number of the index fixed at the date of the contract, in relation to the base of 100 at January 1st, 1948, will automatically cause a variation of the amount of the price without the necessity of any prior notice.

4.7 If, following to a compulsory legal or regulatory provision occurring after the signature of the Contract, the cost of the Services is increased, the price will be increased accordingly.

5 - Term

The term of the Contract, is set forth in the SOW.

6 - Cooperation - Organisation of the Project

6.1 The Service shall be performed through a timely, active and close cooperation and a mutual confidence between Data Essential and the Client.

6.2 The contractual obligations shall be executed in good faith, in respect of the terms agreed upon, in order to avoid any delay or impediment in the execution of the other Party's obligations.

6.3 Each Party shall assign skilled and motivated employees as well as a Project Manager, who shall be as much as possible the single point of contact of the other Party for the duration of the Project.

6.4 The way the Project is executed, any issues or potential deviations met by one Party are, in the interest of both Parties and of the Project, handled jointly in a Project Committee, which organization and tasks are set forth in the SOW.

6.5 The Project Committee is intended to jointly check the progress of the Services, identify the problems encountered, propose solutions, check if the Client has given its approval when necessary and has taken all necessary decisions regarding the Project improvement.

6.6 The impacts on time schedules, Services, price and charges identified during the Project Committees may be escalated to each Party's general management.

6.7 The minutes of the Project Committees, shall be drafted by Data Essential and submitted to the Client for approval. The minutes are deemed approved within eight (8) days after communication to the Client. The minutes cannot modify the Contract, except when inserted as an amendment in the Contract.

7 - Data Essential's role and general obligations

7.1 Data Essential shall perform the Services in accordance with the terms of the Contract.

7.2 Its specific obligations regarding a Project or a Service are defined in the SOW.

7.3 In any event, for the execution of the Service, Data Essential shall set up and assign personnel, according to their skills and qualifications.

7.4 If personnel is no longer assigned to a Project, for any reason, shall replace him, with and equivalent skilled and qualified personnel.

7.5 Data Essential shall perform its obligation of advice, draw Client's attention on events which may affect the Project and fulfill its obligation of cooperation.

7.6 Unless otherwise provided in the SOW, the documents provided by Data Essential, including the Specifications, the Quality Plan, the Deliverables, the minutes of the meetings, are drafted on Data Essential's discretion, either in French, in English or in Dutch.

8 - Client's role and general obligations

8.1 The Client's role consists in particular in defining its needs and constraints, the general orientation of the Project, informing, validating the proposals or Reports submitted by Data Essential and accepting the Services or Deliverables.

8.2 The Client's specific obligations for a Project and particularly the Software, hardware, facilities, and any other items to be provided by the Client to Data Essential, as well as the corresponding schedule are precisely defined in the SOW.

8.3 The Client will in any event provide Data Essential with any complete and accurate information necessary or useful to the Project.

8.4 The Client shall in particular inform Data Essential about the specific practices and requirements of its activity if not set out in the Contract.

8.5 The Client will cooperate and ensure the cooperation of all its employees, subcontractors or third parties under its responsibility to the Project. In particular he shall comply with the schedules and make its employees, subcontractors or third parties under its responsibility comply with these schedules. The Client will notify to Data Essential of all the problems he meets during the Project and which may have an impact on the contractual commitment, particularly on the Services, schedules, price and the performance of the Project.

8.6 The Client shall protect data, files, programs, documentation and information of any kind which might be provided to Data Essential or made available in the course of the Contract. In addition, the Client must obtain all legal and/or administrative authorizations necessary for the execution of the Services.

8.7 The Client shall train its employees to the new working methods or habits likely to result from the Contract and particularly take all the necessary restructuring measures.

8.8 The Client will at its own expense, for the time of the Project, enter into an adequate insurance contract to the benefit of Data Essential's employees, subcontractors or agents working at Client's site.

8.9 In cases where disclosed information is subject to specific protection under Luxembourg law, the disclosing will be done under the sole liability of the Client. Data Essential will not be liable for the consequences of such disclosure. Besides, the Client will make sure that such protected information is anonymous before disclosure.

8.10 In cases where such protected information is not anonymous at the time of disclosure Client will have to prior inform Data Essential and to set with the assistance of Data Essential the required protection.

9 - Calendar

9.1 Each Party must do its best effort to meet the dates, calendar and schedules set forth in SOW.

9.2 Therefore, in case of delay or postponement of the Client's obligations, even due to a Client's employee, subcontractor or third party under its responsibility, the contractual terms or delivery dates shall be delayed accordingly. The Client shall take in charge any related additional costs supported by Data Essential.

10 - Acceptance

10.1 The Deliverables, Reports or Services submitted to an Acceptance (either formal or not) are listed in the SOW.

10.2 Acceptance means express or tacit acknowledgment that the Deliverables comply with the Contract.

10.3 Acceptance is ruled by the procedures described in the SOW. If it is not the case, Data Essential shall set up the Acceptance terms and the acceptance procedure shall be performed jointly by the Parties.

10.4 The following principles are always applicable:

- unless the Client makes reservations within the timeframe (10 days, unless otherwise set forth in the SOW), the Deliverables are deemed accepted,
- in case of reservations by the Client during the timeframe, the Deliverables are deemed accepted once the reservations are withdrawn,
- a Minor Defect (a reproducible defect altering without interrupting a non-critical functionality of the system) does not prevent the final Acceptance,
- a Medium Defect (a reproducible defect, altering the performance of the system) does not prevent the provisional Acceptance,
- it is expressly agreed that the use of any Deliverables or any phase of the Project means the final Acceptance of the phase or the corresponding Deliverables,
- the Acceptance is definitive and cannot be doubted for any reason whatsoever.

10.5 The preceding are the only express warranties concerning the services, any deliverables or materials, or this Contract, and are made expressly in lieu of all other warranties, conditions and representations, which are hereby excluded to the fullest extent permitted by law.

11 - Proprietary rights

11.1 Preexisting Materials

All data, information, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Data Essential by Client under this Contract ("Client IP") are and shall remain the sole and exclusive property of Client or its third-party licensors and Client shall obtain any relevant consents and licenses necessary for Data Essential to use Client IP to perform Services and provide Deliverables under this Contract. Client hereby grants to Data Essential, during the term of this Contract, a non-exclusive, fully paid, non-transferable, limited license to use and permit Data Essential's subcontractors to use the Client IP, solely for the purposes of providing the Services under this Contract.

Rights in all intellectual property of Data Essential existing prior to the Services, used in the Services, developed separately, or licensed to Data Essential by third parties and used in the Services, and any enhancements or modifications to the same, are the sole and exclusive property of Data Essential ("Data Essential IP"). Data Essential IP embedded in Deliverables may not be used separately or beyond the license rights noted below.

11.2 Intellectual Property Rights

Pending final payment, Data Essential will, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, grant to Client a perpetual, worldwide, nontransferable, non-exclusive, irrevocable (other than for non-payment) right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business only.

Upon final payment, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, Data Essential hereby grants to Client a perpetual, worldwide, nontransferable, non-exclusive, irrevocable right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's internal business only. All other rights in the

Deliverables remain in and/or are assigned to Data Essential.

Third-party intellectual property, such as the licensing of third-party assets or third-party components, may require additional terms of usage, which will be addressed in an SOW where applicable.

Subject to obligations of confidentiality in Section 6, each Party will be free to use the concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. In no event will Data Essential be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Client Confidential Information.

Within ten (10) business days of termination of this Contract for any reason, Data Essential will return any Client property in Data Essential's possession to Client (subject to retaining copies of any information required for judicial proceedings and its internal recordkeeping required by law).

12 NON-INFRINGEMENT WARRANTY

12.1 Each Party (the "Indemnifying Party") will indemnify, save, and defend the other Party, from and against any and all third-party claims, costs, expenses, demands, damages, lawsuits, fines, penalties and liabilities (including, without limitation, interest, penalties attorneys' fees and court costs) to the extent caused by:

(i) where Data Essential is the Indemnifying Party, a claim that any Deliverable provided by Data Essential to Client pursuant to this Contract (i) infringes a copyright or trademark held by that third party; (ii) infringes that third party's patent existing only in the geographies where the Services are being delivered as of the date of delivery of such Deliverable, or (iii) constitutes misappropriation or unlawful disclosure or use of that third-party's trade secrets;

or (ii) where Client is the Indemnifying Party, a claim that any Client IP provided to Data Essential pursuant to this Contract (i) infringes a copyright or trademark held by that third party; (ii) infringes that third party's patent existing in the geographies where the Services are being delivered as of the date of delivery of such Deliverable or Data Essential's first use of Client IP, or (iii) constitutes misappropriation or unlawful disclosure or use of that third-party's trade secrets (collectively, "Indemnified Claims"). The above indemnities are the sole and exclusive remedies for Indemnified Claims.

12.2 The Indemnifying Party will have no liability to any Indemnified Party under this Section 10 to the extent that the Infringement Claim is based upon:

- modifications to any item made by or on behalf of the Indemnified Party in a manner that causes the infringement;
 - use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the Parties given the intended use of the item;
 - the failure of an Indemnified Party to use corrections or enhancements to such item that are made available by the Indemnifying Party;
- specifications or direction provided by the Indemnified Party caused such Infringement Claim; or
- use not authorized under this Contract.

12.3 If any Deliverable is, or in Data Essential' opinion is likely to be, held to be infringing, Data Essential will at its expense and option either:

- procure the right for Client to continue using it,
- replace it with a non-infringing equivalent,

- modify it to make it non-infringing, or
- direct the return of the Deliverable and refund to Client the fees paid for such Deliverable.

The Indemnified Party must promptly notify the Indemnifying Party in writing of any claim or demand made which falls under the provisions of this Section and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle the claim or suit provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent.

13 - Confidentiality

13.1 Parties shall keep confidential, any information regardless its nature such as but not limited to commercial, financial, technical or other information concerning the other Party and its subcontractors, suppliers and clients, obtained during the execution of the Contract and designated by the disclosing Party as being confidential, information which is confidential by nature and information resulting from such confidential information ("Confidential Information").

13.2 The obligation of confidentiality does not apply to information which was already known to the other Party before receiving it and was therefore freely at his disposal, information which falls into the public domain without breaking the previous clause of confidentiality and information which has been created by the receiving Party.

13.3 Parties undertake to keep confidential the contents of the Contract and its application.

13.4 No provision of any Contract shall be construed as preventing Data Essential from participating to similar projects or projects which could need similar skills, or addressing the courts, or responding to the reasonable requirements of the administration authorities.

14 - Liability

14.1 Data Essential's commitment is restricted to the compliance of the Services with the Contract, excluding compliance to any general or specific objectives of the Client.

14.2 In case of non-compliance of Data Essential with its contractual obligations, DATA ESSENTIAL will be discharged of liability in respect of any claim arising under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise, unless formal commencement of legal proceedings is brought within one (1) year after the Client becomes aware (or should reasonably have become aware) of such non-compliance.

14.3 Data Essential can only be liable for material, reasonable, direct, personal and certain damage suffered by the Client provided that Data Essential's failure is proven by the Client.

Under no circumstances Data Essential shall be liable for any indirect damages, loss of exploitation, productivity, reputation, profit, contracts, investments, time, data, files, programs, fines of any type and documentation even if Data Essential has been advised of the possibility of such loss.

14.4 In any event Data Essential's total liability under or in connection with the Contract and any other agreement with the Client relating to the Project or based on any claim for indemnity or contribution will not at any time exceed (in the aggregate) the amount, excluding taxes, of the relevant phase, or in case the Project is not divided into phases, the amount, excluding taxes, of the Contract.

14.5 The Client shall do its best efforts to reduce the damages he may bear in application of the Contract.

14.6 The Client shall have and maintain in force and effect any insurance contracts required for its premises,

materials, network, Software and employees, covering bodily, material and immaterial damages, such as loss of exploitation.

14.7 Client shall defend, indemnify and hold harmless Data Essential and its partners and employees from and against any loss, claim, damage or liabilities (or actions in respect thereof that may be asserted by any third party) that may result from any third party claims arising out of or relating to Data Essential's 's Service or any use by the Client of any Deliverable and will reimburse Data Essential for all expenses (including counsel fees) as incurred by Data Essential in connection with any such action or claim, except to the extent any such claim is covered by the preceding indemnity obligations of Data Essential.

15 - Force Majeure

15.1 The performance of the Contract shall be deferred in case of a Force Majeure event arising during the Contract period.

15.2 If the Force Majeure event lasts more than two (2) months, each Party can terminate the Contract without indemnity by sending a notice by registered mail with acknowledgment of receipt to the other Party.

15.3 The following events are expressly considered as Force Majeure events, in addition to those usually qualified by the Luxembourg courts:

- strikes or social conflicts, excluding strikes led by Data Essential employees,
- freeze of all transport or supply modes,
- earthquake, fire, storm, flood, electrical failure, war and riots,
- telecommunication shutdown.

16 - Audit

Client will have the right to audit, at its expense, and Data Essential will provide Client's employees, independent inspection agent and/or their representatives (so long as such inspection agent or representatives are not competitors of Accenture) with reasonable access to Data Essential's and its subcontractor's premises (if applicable), personnel, data, records, controls, processes, and procedures relating to Services to be provided by Data Essential, for the purpose of determining whether Data Essential is in compliance with its obligations under this Contract until 12 months following termination of this Contract. Client will provide 14 days' prior written notice of its intention to conduct such an audit. Client will conduct such audits in a manner that will result in minimal disruption to Data Essential's business operations. Audits may be conducted during normal business hours once annually. Client will not be entitled to audit (i) data or information of other customers or clients of Data Essential; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Data Essential's quality assurance reviews and contract management reports; (iv) third parties (subcontractors, licensors or vendors of Data Essential) except to the extent Data Essential has the right to grant the same, or (v) any other Information of Data Essential that is not directly relevant for the authorized purposes of the audit. The Client's auditors and other representatives of Client will execute confidentiality agreements prior to such audit. If errors are identified by an audit, Data Essential shall take prompt action to correct any error.

17 - Data Privacy

Except as otherwise expressly stated in a SOW, Client shall be the controller of Client Personal Data (defined as any Client-owned or controlled personal data provided by or on behalf of Client to Data Essential or a Data Essential affiliate or subcontractor for processing under a covered

SOW) and Data Essential shall be the processor of such data and each Party shall comply with the relevant Data Protection Laws to the extent applicable to such Party in its respective role. The Parties hereby acknowledge and agree to the following with respect to the processing of any Client Personal Data under this Contract:

17.1 The applicable SOW shall set out (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved.

17.2 Data Essential will process the Client Personal Data only in accordance with Client's documented processing instructions as set forth in this Contract and the applicable SOW, unless otherwise required by law.

17.3 All Data Essential personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

17.4 Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in Exhibit 1 of the Contract and the applicable SOW. Client acknowledges and agrees that, taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Data Essential's implementation of and compliance with the security measures set forth in Exhibit 1 of the Contract and the applicable SOW provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

17.5 Client specifically authorizes the engagement of Data Essential's affiliates as sub-processors and generally authorizes the engagement of other third parties as sub-processors as identified in the applicable SOW. Data Essential shall contractually require any such sub-processors to comply with data protection obligations that are at least as restrictive as those Data Essential is required to comply with hereunder. Data Essential shall remain fully liable for the performance of the sub-processor. Data Essential shall provide Client with written notice of any intended changes to the authorized sub-processors and Client shall promptly, and in any event within 10 business days, notify Data Essential in writing of any reasonable objection to such changes. If Client's objection is based on anything other than the proposed sub-processor's inability to comply with agreed data protection obligations, then any further adjustments shall be at Client's cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

17.6 Taking into account the nature of the processing, Data Essential shall provide assistance to Client as reasonably requested in responding to requests by data subjects to exercise the rights set out in Chapter III of the GDPR, including rights of access, rectification, erasure, portability, and the right to restrict or object to certain processing. Client shall be responsible for the reasonable costs of such assistance.

17.7 Taking into account the nature of the processing and the information available to Data Essential, Data Essential shall provide assistance to Client as reasonably requested with respect to: (i) Client's implementation of appropriate security measures; (ii) Client's obligation to notify regulators and data subjects of a breach with respect to Client Personal Data as required by GDPR; (iii) Client's obligation to conduct data protection impact assessments with respect to the processing as required by GDPR; and (iv) Client's obligations to consult with regulators as required by GDPR. Client shall be responsible for the reasonable costs of such assistance.

17.8 Data Essential shall make available to Client information reasonably requested by Client to demonstrate Data Essential's compliance with its obligations in this Section and submit to audits and inspections by Client (or Client directed third parties) in accordance with Section 16. With regard to this subsection 17.8, Data Essential shall inform Client if, in Data Essential's opinion, any Client instruction infringes any applicable Data Protection Law.

17.9 Upon expiration or termination of the Services, Data Essential shall return or destroy any Client Personal Data in accordance with the terms and timelines agreed in the applicable SOW, unless otherwise required by applicable laws. Unless otherwise agreed, Data Essential will comply with any Client deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.

17.10 The Parties shall rely on the Standard Contractual Clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU) as amended from time to time (the "EU Model Clauses") to protect Client Personal Data being transferred from a country within the European Economic Area to a country outside the European Union not recognized by the European Commission as providing an adequate level of protection for personal data. Where the transfer relies on the EU Model Clauses, the Client, acting as data exporter, shall execute, or shall procure that the relevant Client entities execute, such EU Model Clauses with the relevant Accenture entity or a third-party entity, acting as a data importer.

18 - Amicable Arrangement

In case of disputes regarding the application or interpretation of the Contract or one of its amendments, the Parties agree to submit the dispute to their respective General Management and, in case of failure to achieve settlement within fifteen (15) days, the Parties agree to submit their dispute to the following amicable arrangement. Each Party who wants to appeal the amicable arrangement shall notify the other Party with a registered mail with acknowledgment of receipt leaving the other Party a delay of fifteen (15) days' notice. The Parties shall appoint an amicable expert within such fifteen (15) day period. Otherwise, the President of the Commercial Tribunal of Luxembourg shall appoint such expert. The amicable expert shall do its best to bring the Parties to an agreement within two (2) months after its appointment. He shall issue a report in order to conciliate the Parties. The conciliated Parties undertake to sign a confidential settlement specifying whether the Contract shall continue or not.

19 - Termination

19.1 In case of failure by either Party to comply with one of its obligations, not remedied within a thirty (30) day period after the receipt of a registered mail with acknowledgment of receipt specifying the failure, the other Party may terminate the Contract by registered mail with acknowledgment of receipt, notwithstanding all damages which the Party sending the notice may be able to claim.

19.2 In case of termination of the Contract for any reason whatsoever, the Client, within a thirty (30) day period from the invoicing date, has to pay for the Service and/or Deliverables made up to the termination date, and most particularly the accepted Services and/or Deliverables. The non-accepted Service and/or Deliverables shall be delivered to the Client as is without any warranty.

20 - Non-Solicitation

20.1 The Client hereby agrees not to solicit nor to hire any Data Essential's employees, who participated to the performance of the Service, during the execution of the Contract and one (1) year after its expiry.

20.2 In case of breach of this clause the Client shall pay Data Essential a penalty equal to the last twelve (12) months of the gross salary of the relevant employee.

21 - Miscellaneous

21.1 If the Service needs to be performed in the other Party's premises, each Party keeps its quality of employer regarding its personnel which shall receive instructions exclusively from him. Such personnel shall comply with the hygiene and security instructions applicable at the other Party's premises.

21.2 The Parties elect its domicile at their registered office.

21.3 If at any time any one or more of the provisions of the Contract becomes invalid illegal or unenforceable, by the law or a decision of a court, the validity legality or enforceability of its other provisions shall not in any way be affected or impaired.

21.4 Data Essential shall be permitted to refer to Client as a customer reference for opportunities at existing and prospective Data Essential clients. Data Essential may request and Client will provide reasonable written or verbal verification of the engagement and general nature of the services to such Data Essential clients. Client's Confidential Information and the pricing that Client paid for the Data Essential services shall not be disclosed in such referrals without the permission of Client.

21.5 The Client cannot assign the Contract to a third party, including any subsidiaries or mother company, without the prior written consent of Data Essential.

21.6 The Contract, including underlying SOW's, sets forth the entire understanding between the Parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Data Essentials, any of its affiliates, or any of their employees, officers, directors, agents or shareholders.

21.7 No waiver of any provision of this Contract shall be effective unless it is in writing and signed by both parties.

21.8 Compliance with Laws

Each Party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses.

Each Party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities and provision of services to third parties.

Data Essential shall not be required by the terms of this Contract to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by Data Essential. Prior to providing Data Essential any goods, software or technical data subject to export controls, Client will provide written notice to Data Essential specifying the nature of the controls and any relevant export control classification numbers.

21.9 Entire understanding - This Agreement, including underlying SOWs, sets forth the entire understanding between two sophisticated business entities with legal counsel and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Data Essential, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source. Each Party declares that it has duly

informed the other Party of all necessary information concerning its consent to this Agreement.

22 - Governing Law

The Contract is governed by Luxembourg law, without regard to its conflict of laws provisions.

23 - Jurisdiction

Any dispute or difference in connection with the Contract shall be subject to the jurisdiction of the competent courts of Luxembourg.

24 - Special Acceptation

Client hereby acknowledges having been informed of the limitations of liability, of the unilateral right of termination, of the delayed execution and of the jurisdiction clause (art. 3.1, 4.7, 14, 17, 19, 19 and 23 of the present Contract) to the advantage of Data Essential and hereby specifically accept them by signing here below.

Exhibit 1 – Data Privacy & Security (to be printed, completed and signed if applicable)



Data Privacy Exhibit